



11 April, 2020

M. Sivasankar, IAS  
Principal Secretary to Government Electronics and IT Department  
Kerala  
*Sent via email*

Re: Summary of Data Rights and Confidentiality Obligations in Connection with Sprinklr Donation of Software

To Whom it May Concern;

I write on behalf of Sprinklr, Inc. (“Sprinklr” or “the Company”) to affirm our mutual understanding or certain data rights and confidentiality obligations, pursuant to the Order Form (“OF”) executed by Sprinklr and the Department of Electronics and IT, Government of Kerala (“Kerala”) (collectively, the “Parties”) on 2 April, 2020, which execution effectuated a donation by Sprinklr to Kerala of Sprinklr’s Citizen Experience Management Platform (the “Platform”) to assist in Kerala’s management of the present COVID-19 crisis.

As established in the OF and the Master Services Agreement (“MSA”), which is incorporated and binding by reference:

- “Customer [Kerala] shall at all times retain all rights to and responsibility for Customer Data uploaded to or accessed by the Platform. “Customer Data” is defined as any and all data used for provision of the Sprinklr Services that is obtained by Sprinklr directly from Customer, including, without limitation, the Content and all citizen data accessed or obtained by Sprinklr from Customer. Customer expressly represents that it has the legal right to make such data available to Sprinklr for the purpose of providing the Services, and agrees to indemnify and hold harmless Sprinklr and its officers, directors, and affiliates from any associated with Sprinklr’s access to and use of such Customer Data. Upon termination of the services, or at any time upon Customer’s written request, all Customer Data will be removed from the Platform and returned to the Customer, pursuant to Section 3.4 of the agreement.” *OF Additional Platform Product Terms, Paragraph 3*
- Customer owns all right, title and interest in and to all Customer Content uploaded, stored, processed or transmitted through the Platform under the Sprinklr Account. *MSA, Paragraph 2.1*
- Customer grants to Sprinklr during the term of this Agreement a royalty-free, non-exclusive, non-transferable, worldwide right and license: (i) to copy, cache, store, reproduce, perform, display, use, distribute, transmit and generally make available the Customer Content in electronic form via the Internet, through wireless communications services and social media through the Platform in order to provide the Sprinklr Services to Customer in accordance with this Agreement; and (ii) to access Customer’s accounts on the Connected Services in order to provide the Sprinklr Services. *MSA, Paragraph 2.5*

- Within thirty (30) days after the effective date of termination Sprinklr will, upon Customer's request, extract all available Customer Content from the Platform. Both parties will agree to an acceptable transfer methodology, (typically Sprinklr provides an SFTP for the transfer). If Customer accounts are deactivated prior to the termination date, data contained within those accounts is not available anymore, therefore Customer must extract the data prior to deactivating accounts. After such thirty (30) day period, Sprinklr shall have no obligation to maintain or return any Customer Content. Any reasonable expenses incurred by Sprinklr as a result of this extraction shall be the responsibility of Customer. *MSA, Paragraph 3.4*
- Customer and Sprinklr each agree not to use any Confidential Information of the other party for any purpose other than as necessary to perform its obligations under this Agreement. *MSA, Paragraph 8.2*

Further, the Sprinklr Citizen Experience Management Privacy Policy (available online at <https://www.sprinklr.com/cxm-privacy-policy/>) clearly states that governments, like Kerala, that use the Platform:

- Decide what types of personal information to collect using the platform and how to share the information.
- Are responsible for complying with their respective jurisdictions' legal requirements that apply to the collection, use and disclosure of personal information.
- Decide what consents, privacy notices, choices and privacy rights they need to provide to individuals whose information they process through Sprinklr CXM.
- Decide how long to retain personal information in Sprinklr CXM.

Best Regards,



Dan Haley  
General Counsel  
Sprinklr, Inc.